

REMARKS

Claims 1-10, 12, 14-20, 22-30 and 32 are pending in this application. By this Amendment, claims 1-10, 12, 14-20 and 22-30 are amended, claims 11 and 31 are canceled without prejudice to, or disclaimer of, the subject matter recited therein, and claim 32 is added. Claims 1-9, 12, 14-19, 22-27, 29 and 30 are amended for form. Further, claims 22, 23, 25 and 28 are amended to clarify that a server of a product maintenance business administrator is connected with a terminal product of a user, a server of a product repair service operator, a server of a transport operator and a server of a repair fee collector. Support for amendments to independent claims 10, 20 and 28 can be found at least in the subject matter of canceled claim 11. Support for new claim 32 can be found in the specification, for example, at page 27, lines 4-9. No new matter is added.

The courtesies extended to Applicant's representative by Examiner Oullette at the interview held March 9, 2007, are appreciated. The reasons presented at the interview as warranting favorable action are incorporated into the remarks below and constitute Applicant's record of the interview.

I. §101 Rejection is Moot

The Office Action rejects claim 31 under 35 U.S.C. §101 for being directed to non-statutory subject matter. This rejection is moot in view of the cancellation of claim 31.

Withdrawal of the rejection is thus respectfully requested.

II. Claims 1-12, 14-20 and 22-31 Satisfy the Requirements of 35 U.S.C. §112, Second Paragraph

The Office Action rejects claims 1-12, 14-20 and 22-31 under 35 U.S.C. §112, second paragraph. The rejection of claims 1-10, 12, 14-20 and 22-30 is respectfully traversed and the rejection of canceled claims 11 and 31 is moot.

The Office Action asserts that the claims are narrative and indefinite for failing to conform with current U.S. practice and they appear to be replete with grammatical and idiomatic errors. This assertion are respectfully traversed.

As tentatively agreed to during the personal interview, the claims conform with U.S. practice. Further, claims 1-10, 12, 14-20 and 22-30 are amended for form in accordance with U.S. practice to resolve any grammatical and idiomatic errors. Thus, for at least these reasons, the claims satisfy the requirements of 35 U.S.C. §112, second paragraph.

Withdrawal of the rejection is thus respectfully requested.

III. The Claims Define Patentable Subject Matter

The Office Action rejects claims 1, 2, 5-11, 14, 16-20, 22 and 24-28 under 35 U.S.C. §102(e) over U.S. Patent Application Publication No. 2001/20051884 A1 to Wallis et al.; and rejects claims 3, 4, 12, 15, 23 and 29-31 under 35 U.S.C. §103(a) over Wallis in view of Official Notice. The rejection of claims 1-10, 12, 14-20 and 22-30 is respectfully traversed and the rejection of canceled claims 11 and 31 is moot.

Wallis, alone or in a permissible combination with the Official Notice, does not teach or suggest the features of independent claims 1, 3, 5, 8, 10, 12, 14-17, 20, 22-25, 28 and 29.

In particular, as agreed during the personal interview, Wallis does not teach or suggest: 1) transmitting repair information/estimate to the user and receiving a repair agreement or approval from the user, as recited in independent claims 1, 8, 12, 14, 17, 22 and 25; and 2) storing data regarding various types of boxes suitable for different products in a database, as recited in independent claims 3, 5, 12, 15, 16, 23, 24 and 29.

For example, independent claim 1 recites "transmitting screen information regarding repair conditions for repairing the product to the terminal of the user via the Internet; and receiving information regarding an agreement of the repair conditions and a repair request for the product from the terminal of the user via the Internet;" independent claim 8 recites

"transmitting information regarding a repair cost estimate for the product for which the repair request has been received to the terminal of the user via the Internet obtaining information regarding a repair approval based upon the estimate from the user via the Internet;" independent claim 12 recites "transmitting information regarding repair conditions set for repairing the product to the terminal of the user via the Internet; ...receiving information regarding an agreement of the repair conditions and the user information from the terminal of the user via the Internet;" independent claims 14 and 22 each recite "processing for inputting information from the product user indicating an agreement of the repair conditions and storing the information in a storage device;" and independent claim 25 recites "processing for transmitting a repair cost estimate for the product for which a repair request has been issued by the product user to the product user in an electronic mail via the Internet; processing for receiving an approval of contents of the repair cost estimate and the repair request from the product user via the Internet." Emphasis added.

As argued during the personal interview, Wallis does disclose transmitting screen information with regard to repair conditions set for repairing the product to the terminal of the user via the Internet and receiving information regarding an agreement of the repair conditions and a repair request for the product from the terminal of the user via the Internet.

On the contrary, the server control application 50 of Wallis only checks a repair request of a product against the terms of its warranty plan. In particular, if the plan has expired, a notification is transmitted to the purchaser. However, if the product is under its warranty at the time of the request, a repair request is merely generated. See Wallis, e.g., paragraph [0042]. Thus, as agreed during the personal interview, Wallis does not disclose transmitting repair information to the user nor receiving an agreement or approval of the repairs from the user as recited in the independent claims.

Further, for example, independent claims 3 and 12 each recite "storing data regarding various types of packing boxes that are suitable for different products in a database; ... transmitting information that instructs delivery of a packing box corresponding to the selected type of packing box to the user to a server of a transport operator via the Internet;" independent claim 5 recites "transmitting information regarding the product that enables a transport operator to select a packing box corresponding to the product for which the repair request has been received; and information instructing delivery of the selected packing box to the user to a server of the transport operator via the Internet;" independent claim 15 recites "the server of the product maintenance business operator executes: processing for storing data of different types of packing boxes that correspond to various types of products in a database; . . . and processing for issuing a request to the transport operator for delivery of a packing box corresponding to the type of packing box that has been selected through a search to the product user via the Internet;" independent claim 16 recites "the server of the transport operator stores data representing different types of packing boxes that correspond to various types of products in a database, and searches a type of packing box corresponding to the product for which the repair request has been issued by the product user from the database that stores the data representing the different packing boxes;" independent claim 23 recites "the product maintenance business administrator server executes: processing for storing data of different types of packing boxes that correspond to various types of products in a database; ... and processing for issuing a request to the transport operator for delivery of a packing box corresponding to the type of packing box that has been selected through a search to the product user via the Internet;" independent claim 24 recites "the transport operator server stores data representing different types of packing boxes that correspond to various types of products in a database, and searches a type of packing box corresponding to the product for which the repair request has been issued by the product user from the database that stores the

data representing the different packing boxes;" and independent claim 29 recites "an instruction for storing data with regard to various types of packing boxes suitable for different products in a database; ... and an instruction for transmitting information instructing delivery of a packing box that corresponds to the type of packing box that has been selected to the user to a server of a transport operator via the Internet." Emphasis added.

The Office Action asserts that Wallis does not expressly disclose wherein the parcel delivery service selects a packing box corresponding to the product. The Office Action relies on an Office Notice to remedy the alleged deficiency of Wallis. In particular, the Office Action takes Official Notice that a parcel service that is able to provide appropriate packaging for a parcel delivery. These assertions are respectfully traversed.

However, as argued during the personal interview, the parcel delivery service as alleged in the Official Notice does not select a packing box corresponding to the product as recited in the independent claims. Instead, the independent claims recite a database that stores data that represents different packing boxes, which is used for the selection of a packing box that corresponds to the product for which the repair request has been received. The selected box is then transmitted to a transport operator to deliver that packing box, as recited in independent claims 2, 5, 12, 15, 15, 23, 24 and 29. Accordingly, as agreed during the personal interview, Wallis, alone or in its alleged combination with the Office Action's Official Notice, does not teach or suggest these features.

Finally, Wallis does not teach or suggest "storing a repair progress status for the product at each stage including a delivery preparation status in a storage device in correspondence to the repair order ID; and when an inquiry on the repair progress status is made from the terminal of the user by indicating the repair order ID via the Internet, obtaining the repair progress status corresponding to the repair order ID from the storage device and transmitting information regarding the repair progress status obtained to the terminal of the

user via the Internet," as recited in independent claim 10, and as similarly recited in independent claims 20 and 28. Emphasis added.

Thus, for at least the reasons discussed above, and those agreed to during the personal interview, independent claims 1, 3, 5, 8, 10, 12, 14-17, 20, 22-25, 28 and 29 are patentable over Wallis. Further, claims 2, 4, 6, 7, 9, 18, 29, 26-28 and 30, which variously depend from claims 1, 5, 17, 25 and 29, are also patentable over Wallis for at least the reasons discussed above, as well as for the additional features recited therein. Withdrawal of the rejection is thus respectfully requested.

IV. Conclusion

In view of the foregoing, it is respectfully submitted that this application is in condition for allowance. Favorable reconsideration and prompt allowance are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact the undersigned at the telephone number set forth below.

Respectfully submitted,



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Attachment:
Petition for Extension of Time

Date: March 28, 2007

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